



**INVITATION FOR BID**  
**Appraisal Services**

July 20, 2022

The Pharr Housing Authority ("PHA") is seeking bids from qualified appraisal companies to provide appraisal services needed for the PHA's RAD/Blend repositioning project with HUD.

The PHA has received or will receive a Commitment to Enter into a Housing Assistance Payments Contract ("CHAP") for the residential Public Housing properties and the Public Housing units in the multi-family developments listed in Exhibit A. The CHAP is a commitment with HUD to convert the Public Housing and Capital Fund subsidies received for Public Housing units to Project-Based Voucher/Housing Choice Voucher subsidies.

An appraisal company is needed to perform the required services. The following Scope of Services provides additional details concerning the services needed by the PHA.

The PHA looks forward to receiving your submittal by **August 12, 2022, 4:30pm (CST)**.

Sincerely,

A handwritten signature in blue ink, appearing to read "Noel De Leon", is written over a horizontal line.

Noel De Leon  
Executive Director  
Pharr Housing Authority

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### SCOPE OF SERVICES

The selected Respondent shall perform the following services for each identified property:

#### A. Real Estate Appraisal Report

1. Prepare an appraisal report for each identified property. These reports shall conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.

### CONTRACT CONDITIONS

By submitting a bid for this contract, the selected Respondent agrees to the following provisions:

1. A contract will be awarded to the selected respondent.
2. The Respondent shall not initiate any service-related activities for any property until the Respondent receives written authorization from the PHA's contracted Project Manager to proceed with the appraisal search for the specified property.
3. While the number of properties included in this contract are listed on Exhibit A, this number may decrease or increase depending on variables unrelated to the PHA. Therefore, the proposed submission shall be effective for the services associated with identified properties during the term of the contract.
4. The Respondent shall make all reasonable efforts to complete the appraisal report for each subject property within sixty (60) days of receiving authorization from the PHA to proceed with the services.

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### BID PREPARATION AND SUBMITTAL REQUIREMENTS

#### EXAMINATION OF THE IFB/POINT OF CONTACT

It is the responsibility of all prospective respondents to carefully read this entire IFB which contains provisions applicable to successful completion and submission of a bid. If you discover any ambiguity, inconsistency, error or omission in the IFB, you must notify the following point of contact by email:

Lazaro Guerra  
Pharr Housing Authority  
104 W Polk Ave  
Pharr, TX 78577  
[lazaro.guerra@pharrha.org](mailto:lazaro.guerra@pharrha.org)

Only interpretations or corrections made in writing by the PHA regarding this IFB are binding. The Respondent shall not rely upon any interpretation or corrections given by any other method.

#### INSTRUCTIONS FOR SUBMISSION OF QUALIFICATIONS & BIDS

1. **Deadline:** Submittals must be received in the office of the PHA no later than **August 12, 2022, 4:30pm (CST)**. The Respondent shall assume full responsibility for delivery of its submittal to the PHA and shall assume the risk of late delivery or non-delivery regardless of the manner he/she chooses. Late submissions will not be accepted or considered.
2. **Respondent Authorization:** Submissions must be signed by a representative of the Respondent organization authorized to submit and establish fees on behalf of the Respondent and bind the Respondent to the terms and conditions of this IFB.
3. **By Mail or Courier:** One (1) copy of the required qualifications and technical information must be submitted in a sealed envelope. Envelopes should bear the following:

Lazaro Guerra  
Pharr Housing Authority  
104 W Polk Ave  
Pharr, TX 78577

4. **By email:** A copy of the required qualifications and technical information may be submitted via email to [lazaro.guerra@pharrha.org](mailto:lazaro.guerra@pharrha.org).
5. Submissions will be opened on or after the submission due date and time, at the sole discretion of the PHA. No formal bid opening will be conducted.

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### **BID COSTS**

All costs incurred in the preparation and presentation of the Bid shall be completely absorbed by the responding party to the IFB. All documents submitted as part of the IFB will become property of the PHA. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

### **DISCLOSURE OF BID CONTENTS**

All responses to this IFB become the property of the PHA and shall be subject to disclosure under the Freedom of Information Act.

### **NEWS RELEASES, MEDIA ADVISORIES AND MEDIA INTERACTION**

The Respondent shall not discuss the IFB with any member of the media or issue news releases or media advisories pertaining to this request, or the work to which it relates, without prior expressed approval from the PHA.

### **DISADVANTAGED BUSINESS ENTERPRISES (DBE), MINORITY BUSINESS ENTERPRISES (MBE), WOMEN OWNED BUSINESS ENTERPRISES (WBE), AND SECTION 3**

The PHA encourages the participation of businesses owned by Minorities, Females and Persons with Disabilities in the implementation and execution of all projects, either on a direct basis or through sub-contracting efforts. In addition to the greatest extent feasible, Section 3 of the Housing and Urban Development (HUD) Act of 1968, which requires job training, employment, and contracting opportunities for low- or very-low-income residents, should be complied with for this project.

### **SUBMISSION OF BIDS**

Respondents are invited to submit written bids to the PHA for consideration. The minimum content of the bid submission shall include:

1. Provide a summary of the firm's history and organizational structure.
2. Demonstrate your firm's qualifications, technical competence, and experience relative to the project tasks described in the Scope of Services. Provide project performance period, contract amount, and reference contact information for similar projects completed over the past three years.
3. Provide a description of your firm's experience with HUD-funded projects and the firm's ability to comply with Federal, State, and local requirements.
4. Provide a detailed description of technical and operational approaches for performing the project services described above. Describe the firm's capability of carrying out all aspects of required activities.
5. Provide a description of your firm's ability to perform the required work within the project period. Include a description of your firm's current workload and commitments.

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6. Identify the proposed project team and their respective qualifications (resumes), certifications, and licenses. Include a project organizational chart identifying all key project team members and demonstrate that each team member is qualified to perform the assigned role and tasks.
7. It is understood that the completion of this project in the required time may require the use of subcontractors. Identify any subcontractors that will be used for this project and their role. Include the name, role and resumes of key subcontractor staff who will be assigned to this project.
8. Declare the firm's and its subcontractors' status as DBE or non-DBE. If the firm is claiming DBE status for itself or a subcontractor, valid certification must be included in the response. Neither the respondent nor a subcontractor will be considered a DBE without submitting valid certification. DBE requirements for this contract are consistent with State of Texas DBE requirements.
9. Provide realistic durations of each major task described in the Scope of Services.
10. Pricing – The selected Respondent will be compensated on a unit-price basis for each deliverable or definable work product delivered and approved by the PHA and on an hourly fee basis for additional services rendered.
  - a. Provide the firm's general fee structure for performing the following:
    - i. Prepare an appraisal report for each identified property. These reports shall conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.
  - b. For tasks that lack a definable work product, provide fully loaded hourly rates for responsible personnel
  - c. Provide all other pricing information that would apply to this project, if applicable.
11. Submit a declaration stating that reasonable diligence has been used in responding to this IFB and that all information presented is accurate and complete.
12. Submit a signed declaration regarding independent price determination. A submission will not be considered for award if the required certification is not included, and/or the language stipulated below has been modified or deleted. The signed declaration shall include the following certifications:

By submission of the Qualifications and Cost Pricing Information, the Respondent certifies that:

- a. The pricing information in the bid has been arrived at independently, without consultation, communication or agreement with any other Respondent, or with any competitor for the purposes of restricting competition.

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- b. No attempt has been made, or will be made, by the Respondent to entice any other person or firm to submit, or not to submit, a bid.
13. Respondent must certify that it is not subject to an exclusion, debarment, suspension, or other disciplinary action by any government agency including but not limited to the U.S. Government or the State of Texas.
14. Contact between respondents and PHA staff, board members, or residents during the selection process is explicitly prohibited.
15. Required Certifications/Forms. Each bid shall contain a copy of the following HUD forms:
  - A. Attachment A – **Form HUD-5369-B**, Instructions to Offerors – Non-Construction
  - B. Attachment B – **Form HUD 5369-C**, Certifications and Representations of Offerors – Non-Construction Contract
  - C. Attachment C – **Form Profile of Firm**
  - D. Attachment D – **Certification for Section 3 Business Preference**
  - E. Attachment E – **Form HUD 5370-C**, General Conditions for Non-Construction Contracts

### EVALUATION OF SUBMISSIONS

Submissions will be evaluated on the basis of:

1. Cost to perform the requested work (30%)
2. The firm's qualifications, technical competence, and experience relative to the project tasks described in the Scope of Services (25%)
3. Approach to accomplish required services, estimated duration of project activities, and ability of the firm to perform the required work within the project period (20%)
4. Professional and educational experience of key personnel to be assigned to the project (15%)
5. The firm's experience with HUD projects and its ability to work and comply with federal, state, and local government agencies (10%)

### AWARD OF CONTRACTS/REJECTION OF BIDS

At the option of the PHA, finalists may be selected for a final round of negotiations; however, vendors are encouraged to present their best offers with their initial submission.

***It is anticipated that the contract will be awarded to the selected qualified Respondent on August 26, 2022 but is subject to change at the PHA's discretion.***

The PHA reserves the right to accept or reject any and all bids, to waive any irregularities in any bid process, and to make an award of contract in any manner in which the PHA, acting in the sole and exclusive exercise of its discretion, deems to be in the PHA's best interest. The award of the contract will not necessarily be made to the firm offering the lowest price.

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If a contract is issued, it will be awarded to the Respondent deemed the most qualified and

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responsive as determined at the sole discretion of the PHA, based on its review of the Respondent's ability to provide the required services. The PHA reserves the right to reject any and/or all bids and waive any irregularity in bids received, whenever such rejection or waiver is in the best interest of the PHA. The Respondent to whom the award is made will be notified at the earliest possible date.

### **CONTRACTUAL DEVELOPMENT**

If a bid is accepted, the PHA intends to enter into a contractual agreement with the selected respondent. Respondents must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this IFB or developed subsequently during the selection process. The Contract shall not be considered executed unless signed by the authorizing representative of the PHA.

### **TERM**

The term of the contract entered into by the PHA, and the Respondent will be negotiated based on the PHA's service needs.

### **COMPLIANCE WITH LAWS**

The selected firm agrees to be bound by all applicable Federal, State and Local laws, regulations and directives as they pertain to the performance of the contract.

### **CONFLICT OF INTEREST DISCLOSURE**

The selected firm is expected to disclose to the PHA any significant interest or other relationship with the PHA by virtue of elected official, staff member and/or as a current service provider. This disclosure should cover the relationships that are in place at the time of and/or twelve (12) months preceding the activity. The intent of this disclosure is to provide the PHA with information on which they can make their own judgments to determine whether the respondents' interests or relationships may influence the selection process.

### **INTERPRETATIONS / CORRECTIONS**

All questions about the meaning or intent of the invitation for bid (IFB) shall be submitted to the Point of Contact in writing. Replies shall be issued by addenda mailed or delivered to all parties recorded by the Point of Contact as having received the IFB documents. Questions received less than 3-days prior to the date for returning of the IFB will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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### EXHIBIT A LIST OF PROPERTIES

Address	Property Type	Bedroom
3700 N. Robin Apt #C	Duplex	2
3700 N. Robin Apt #D	Duplex	2
3700 N. Robin Apt #A	Duplex	2
3700 N. Robin Apt #B	Duplex	2
3702 N. Robin Apt #C	Duplex	2
3702 N. Robin Apt #D	Duplex	2
3702 N. Robin Apt #A	Duplex	2
3702 N. Robin Apt #B	Duplex	2
3704 N. Robin Apt #C	Duplex	2
3704 N. Robin Apt #D	Duplex	2
3704 N. Robin Apt #A	Duplex	2
3704 N. Robin Apt #B	Duplex	2
6601 Galaxy Drive	Single Family	3
6603 Galaxy Drive	Single Family	3
6605 Galaxy Drive	Single Family	3
6607 Galaxy Drive	Single Family	3
6609 Galaxy Drive	Single Family	3
6611 Galaxy Drive	Single Family	3
6701 Galaxy Drive	Single Family	3
6703 Galaxy Drive	Single Family	3
6705 Galaxy Drive	Single Family	3
6707 Galaxy Drive	Single Family	3
6801 Galaxy Drive	Single Family	3



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6803 Galaxy Drive	Single Family	3
6805 Galaxy Drive	Single Family	3
6807 Galaxy Drive	Single Family	3
6809 Galaxy Drive	Single Family	3
6811 Galaxy Drive	Single Family	3
6903 Galaxy Drive	Single Family	4
6905 Galaxy Drive	Single Family	4
6907 Galaxy Drive	Single Family	4
6909 Galaxy Drive	Single Family	4
915 N. Canna St.	Single Family	3
6902 Galaxy Drive	Single Family	2
6904 Galaxy Drive	Single Family	3
6906 Galaxy Drive	Single Family	2
6908 Galaxy Drive	Single Family	2
6910 Galaxy Drive	Single Family	2
7000 Galaxy Drive	Single Family	3
7002 Galaxy Drive	Single Family	2
7003 Mars Lane	Single Family	2
7001 Mars Lane	Single Family	2
6911 Mars Lane	Single Family	3
6909 Mars Lane	Single Family	2
6907 Mars Lane	Single Family	3
6905 Mars Lane	Single Family	2
6903 Mars Lane	Single Family	2
Office Building 215 E. Universal Drive		
809 E. Eller	Single family	3
811 E. Eller	Single family	3
813 E. Eller	Single family	3

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815 E. Eller	Single family	3
903 E. Eller	Single family	3
905 E. Eller	Single family	3
907 E. Eller	Single family	3
909 E. Eller	Single family	3
915 E. Bagwell	Single family	3
1202 E. Alan	Single family	3
202 S. Linden	Single family	4
1203 E. Maurer	Single family	4
1212 E. Maurer	Single family	4
1215 E. Maurer	Single family	4
1303 E. Maurer	Single family	4
1306 E. Maurer	Single family	4
1204 E. Helmer	Single family	4
1214 E. Helmer	Single family	4
1220 E. Helmer	Single family	4
1308 E. Helmer	Single family	4
1305 E. Helmer	Single family	4
803 E. Tarrant Circle	Single family	4
804 E. Tarrant Circle	Single family	4
814 E. Tarrant Circle	Single family	4
813 E. Tarrant Circle	Single family	4
600 E. Juarez	Single family	4
715 W. Park	Duplex	2
717 W. Park	Duplex	2
Maintenance Building 420 W. Audrey		
		Units
Cali Carranza Sunset Village, 800 W. Egly	Apartments	100

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Las Canteras Apartments, 415 Thomas Rd.	Apartments	100
Parkview Village, 211 W. Audrey	Apartments	100
Mesquite Terrace, 421 E. Thomas Rd.	Apartments	106
Meadow Heights, 1005 W. Gore Ave.	Apartments	42

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Signature & Date:

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Typed or Printed Name:

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Title:

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# PROFILE OF FIRM FORM

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Attachment C

## 1. Please check the applicable box

Prime: \_\_\_\_\_ Sub-Contractor: \_\_\_\_\_ (This form must be completed by and for each).

## 2. Name of Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## 3. Street Address, City, State, Zip: \_\_\_\_\_

## 4. Identify Principals/Partners in Firm

Name	Title	% of Ownership

## 5. Identify the individual(s) who will act as project manager, along with other supervisory personnel on the engagement team working this contract. (Do not duplicate any resumes required above).

Name	Title

## 6. Diversity Statement: Check all of the following that apply to the ownership of your firm, entering the percentage (%) of ownership for each:

☐ Caucasian American (Male) \_\_\_\_\_ %    ☐ Public-Held Corporation \_\_\_\_\_ %    ☐ Government Agency \_\_\_\_\_ %    ☐ Non-Profit Organization \_\_\_\_\_ %

## 7. Minority – (MBE) or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

☐ African American \_\_\_\_\_ %    ☐ Native American \_\_\_\_\_ %    ☐ Hispanic American \_\_\_\_\_ %    ☐ Asian/Pacific American \_\_\_\_\_ %    ☐ Hasidic Jew \_\_\_\_\_ %

☐ Asian/Indian American \_\_\_\_\_ %    ☐ Woman-Owned (MBE) \_\_\_\_\_ %    ☐ Women Owned (Caucasian) \_\_\_\_\_ %    ☐ Disabled Veteran \_\_\_\_\_ %    ☐ Other (Specify) \_\_\_\_\_ %

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

(Note: A certification Number is Not Required)





## PROFILE OF FIRM FORM

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8. Are you a Section 3 Business Concern: \_\_\_\_\_

For clarification of a Section 3 Business Concern, please refer to PHA's Website. [www.pharrha.org](http://www.pharrha.org)

9. Federal Tax ID Number: \_\_\_\_\_

10. Texas Business License: \_\_\_\_\_

11. State of \_\_\_\_\_ License Type and Number: \_\_\_\_\_

12. Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

13. General Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

14. Professional Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

15. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any government, the State of \_\_\_\_\_, or any local government agency within or out of the State of \_\_\_\_\_? **Yes** **No**

If "Yes", please attached a full detailed explanation, including dates, circumstances and current status.

16. If your firm currently holds any State of Federal Contracts, please list all contract #s (i.e. CoStar, DGS Contracts, GSA Schedule 70 or 84, US Communities, WTXA, etc.)

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17. Would your company be interested in receiving Direct Deposit Payment from the Agency?

\_\_\_\_\_ Yes \_\_\_\_\_ No

18. Verification Statement: The undersigned proposer hereby states by completing and submitting this form, he/she verifies that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the Agency discovers any information entered herein is false, that shall entitle the Agency to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

## SECTION 3 BUSINESS PREFERENCE CERTIFICATION FORM

Section 3 is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receive certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low persons, particularly those who are recipients of government assistance for housing.

Section 3 residents are:

- Public Housing residents
- Low and very-low persons who live in the metropolitan area or Non-metropolitan County where a HUD assisted project for housing or community development is located.

Section 3 Businesses:

- Is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

---

If the proposing company **DOES NOT** qualify for the Section 3 preference stated above: do not complete the remaining parts of this document.

If the proposing company **DOES** qualify for the Section 3 Preference stated above: complete the remainder of this document and print the completed form.

Attached is the following documentation as evidence of status:

*For all businesses as applicable:*

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                     | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                     | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholders and % of each                             | <input type="checkbox"/> Corporation Annual Report    |
| <input type="checkbox"/> Latest Board minutes appointing officer's                             | <input type="checkbox"/> Additional documentation     |
| <input type="checkbox"/> Organizations chart with names, titles and brief functional statement |   |
| <input type="checkbox"/> Corporate Seal  |   |

*For businesses claiming status as Section 3 resident-owned Enterprise (Priority I):*

- |   |   |
|---|---|
| <input type="checkbox"/> Copy of resident lease   | <input type="checkbox"/> Other evidence |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program |   |

*For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business (Priority II and/or IV):*

- |  |  |
|--|--|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of all employees claiming Section 3 status               |
| <input type="checkbox"/> PHA lease (less than 3 years from DOE)  | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 yrs from DOE) |

*For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business (Priority VII):*

- ☐ List of subcontracted Section 3 business and subcontract amount

*Evidence of ability to perform successfully under the terms and condition of the proposed contract:*

- |   |  |
|---|--|
| <input type="checkbox"/> Current financial statement    | <input type="checkbox"/> List of owned equipment                                       |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

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Authorizing Signature	Date	Printed Name
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Sign this document in the presence of a Notary Public.

Before me the undersigned authority appeared \_\_\_\_\_, who under oath swears that the fore-going statement is true and correct.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by me, the undersigned authority in and for the County of \_\_\_\_\_, State of Texas.

Notary Public: \_\_\_\_\_

(Notary Seal)

My commission expires: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

*The HA has established the following priority for preference when providing contracting opportunities to Section 3 Business. Please indicate which Priority your business qualifies for. **NOTE: A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.***

\_\_\_\_\_ **Priority I**

**Category 1a Business**

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which Section 3-covered assistance is expended.

\_\_\_\_\_ **Priority II**

**Category 1b Business**

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

\_\_\_\_\_ **Priority III**

**Category 2a Business**

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

\_\_\_\_\_ **Priority IV**

**Category 2b Business**

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

\_\_\_\_\_ **Priority V**

**Category 3 Business**

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistances is expended.

\_\_\_\_\_ **Priority VI**

**Category 4a Business**

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

\_\_\_\_\_ **Priority VII**

**Category 4b Business**

Business concern that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

## 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

## 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

## 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

## 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

## 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

## 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

## 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.



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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.